



11-0603

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<b>TRANSMITTAL FORM</b>  (to be used for all correspondence after initial filing)	Application Number	10/605,410	
	Filing Date	September 29, 2003	
	First Named Inventor	WELSH et al.	
	Art Unit		
	Examiner Name		
Total Number of Pages in This Submission	39	Attorney Docket Number	1951-40195

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Technology Center 2100

ENCLOSURES (Check all that apply)		
<input type="checkbox"/> Fee Transmittal Form	<input type="checkbox"/> Drawing(s)	<input type="checkbox"/> After Allowance Communication to a Technology Center (TC)
<input type="checkbox"/> Fee Attached	<input type="checkbox"/> Licensing-related Papers	<input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences
<input type="checkbox"/> Amendment/Reply	<input type="checkbox"/> Petition	<input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief)
<input type="checkbox"/> After Final	<input type="checkbox"/> Petition to Convert to a Provisional Application	<input type="checkbox"/> Proprietary Information
<input type="checkbox"/> Affidavits/declaration(s)	<input checked="" type="checkbox"/> Power of Attorney, Revocation Change of Correspondence Address	<input type="checkbox"/> Status Letter
<input type="checkbox"/> Extension of Time Request	<input type="checkbox"/> Terminal Disclaimer	<input checked="" type="checkbox"/> Other Enclosure(s) (please identify below):
<input type="checkbox"/> Express Abandonment Request	<input type="checkbox"/> Request for Refund	Itemized postcard, copy of assignment documents (30 pages); declaration (6 pages)
<input type="checkbox"/> Information Disclosure Statement	<input type="checkbox"/> CD, Number of CD(s) _____	
<input type="checkbox"/> Certified Copy of Priority Document(s)	Remarks	
<input type="checkbox"/> Response to Missing Parts/Incomplete Application		
<input type="checkbox"/> Response to Missing Parts under 37 CFR 1.52 or 1.53		

**SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT**

Firm or Individual	Chad D. TILLMAN MORRIS, MANNING & MARTIN, LLP
Signature	<i>Chad D. Tillman</i>
Date	November 5, 2003

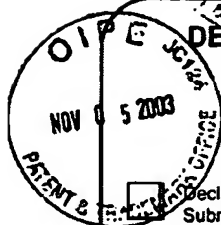
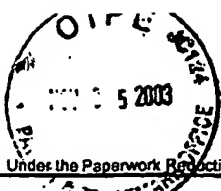
**CERTIFICATE OF TRANSMISSION/MAILING**

I hereby certify that this correspondence is being facsimile transmitted to the USPTO or deposited with the United States Postal Service with sufficient postage as Express mail in an envelope addressed to: Commissioner for Patents, Washington, DC 20231 on this date: November 5, 2003	
Typed or printed	Elizabeth Herbener
Signature	<i>Elizabeth Herbener</i>
Date	November 5, 2003

This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, Washington, DC 20231.

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EV41683545US



PTO/SB/01 (08-03)

Approved for use through 07/31/2008. OMB 0651-0032

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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**DECLARATION FOR UTILITY OR  
DESIGN  
PATENT APPLICATION  
(37 CFR 1.63)**☐ Declaration  
Submitted  
With Initial  
Filing

OR

☒ Declaration  
Submitted after Initial  
Filing (surcharge  
(37 CFR 1.16 (e))  
required)

Attorney Docket Number 1951-40195

First Named Inventor WELSH et al.

COMPLETE IF KNOWN

Application Number 10/605,410

Filing Date September 29, 2003

Art Unit

Examiner Name

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Technology Center 2100

I hereby declare that:

Each inventor's residence, mailing address, and citizenship are as stated below next to their name.

I believe the inventor(s) named below to be the original and first inventor(s) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

Persistent Snapshot Methods

(Title of the Invention)

the specification of which

☐ is attached hereto

OR

☒ was filed on (MM/DD/YYYY) September 29, 2003 as United States Application Number or PCT International

Application Number 10/605,410 and was amended on (MM/DD/YYYY) (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or (f), or 365(b) of any foreign application(s) for patent, inventor's or plant breeder's rights certificate(s), or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent, inventor's or plant breeder's rights certificate(s), or any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number(s)	Country	Foreign Filing Date (MM/DD/YYYY)	Priority Not Claimed	Certified Copy Attached?	
				Yes	No
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ Additional foreign application numbers are listed on a supplemental priority data sheet PTO/SB/02B attached hereto.

[Page 1 of 2]

This collection of information is required by 35 U.S.C. 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 21 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number.

**DECLARATION — Utility or Design Patent Application**Direct all correspondence to: ☒ Customer Number: 26702 OR ☐ Correspondence address below

Name

Chad D. Tillman; MORRIS, MANNING &amp; MARTIN, LLP

Address

6000 Fairview Road, Suite 1125

City

Charlotte

State

North Carolina

ZIP

28210

Country

United States

Telephone

704-554-7070

Fax

704-556-9554

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

NAME OF SOLE OR FIRST INVENTOR:

☐ A petition has been filed for this unsigned inventor

Given Name

(first and middle (if any))

Alan L.

Family Name

or Surname

WELSH

Inventor's  
Signature*Alan L. Welsh*

Date

10/29/03

Residence: City

Altamonte Springs

State

Florida

Country

US

Citizenship

US

Mailing Address

1272 Sydney Court

City

Altamonte Springs

State

Florida

ZIP

32714

Country

US

NAME OF SECOND INVENTOR:

☐ A petition has been filed for this unsigned inventor

Given Name

(first and middle (if any))

Richard M.

Family Name

or Surname

TOLPIN

Inventor's  
Signature*Richard M. Tolpin*

Date

10/17/03

Residence: City

Orlando

State

Florida

Country

US

Citizenship

US

Mailing Address

5340 Hillock Court

City

Orlando

State

Florida

ZIP

32810

Country

US

☒

Additional inventors or a legal representative are being named on the supplemental sheet(s) PTO/SB/02A or 02LR attached hereto.


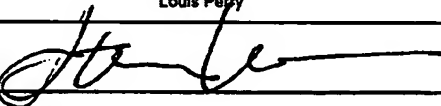
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<b>DECLARATION</b>	<b>ADDITIONAL INVENTOR(S)</b> Supplemental Sheet
--------------------	---

Page 2 of 2

<b>Name of Additional Joint Inventor, if any:</b>		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle (if any))		Family Name or Surname	
Robble A.		GREEN	
Inventor's Signature 		Date 10-16-2003	
Apopka Residence: City	Florida State	US Country	US Citizenship
1305 Ballentyne Place Mailing Address			
Mailing Address			
Apopka City	Florida State	32703 Zip	US Country
<b>Name of Additional Joint Inventor, if any:</b>		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle (if any))		Family Name or Surname	
Patricio R.		MUIRRAGUI	
Inventor's Signature		Date	
Longwood Residence: City	Florida State	US Country	US Citizenship
214 Berkshire Circle West Mailing Address			
Mailing Address			
Longwood City	Florida State	32779 Zip	US Country
<b>Name of Additional Joint Inventor, if any:</b>		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle (if any))		Family Name or Surname	
Louis Perry		WITT, JR.	
Inventor's Signature 		Date 10-17-03	
Orlando Residence: City	Florida State	US Country	US Citizenship
6852 Knightswood Drive Mailing Address			
Mailing Address			
Orlando City	Florida State	32818 Zip	US Country

This collection of information is required by 35 U.S.C. 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 21 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 (1-800-786-9199) and select option 2.

PTO/SO/22A (09-03)  
Approved for use through 03/1/2003. Oa/3 0281-0002  
U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE  
Under the Patent Protection Act of 1952, no business can be conducted in the United States without a patent or trademark.  
**DECLARATION** **ADDITIONAL INVENTOR(S)**  
Diplomatic Street Page 2 of 2

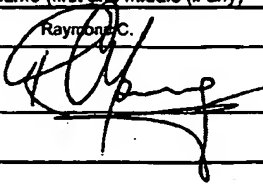
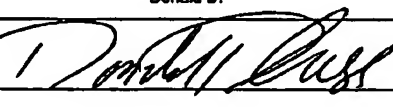
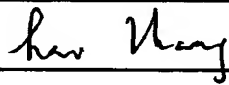
Name of Additional Joint Inventor, if any:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle (if any))		Family Name or Surname	
Rabbi A.		GREEN	
Inventor's Signature		Date	
Apptn Residence: City		Florida State	US Country
1308 Botsford Place Mailing Address		US Citizenship	
Mailing Address			
Apptn City		Florida State	32703 Zip
Name of Additional Joint Inventor, if any:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle (if any))		Family Name or Surname	
Potato R.		MURRAY	
Inventor's Signature		Date	
Longwood Residence: City		Florida State	US Country
214 Botsford Circle West Mailing Address		US Citizenship	
Mailing Address			
Longwood City		Florida State	32778 Zip
Name of Additional Joint Inventor, if any:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle (if any))		Family Name or Surname	
Louis Perry		WITT, JR.	
Inventor's Signature		Date	
Orlando Residence: City		Florida State	US Country
9882 Kershaw Drive Mailing Address		US Citizenship	
Mailing Address			
Orlando City		Florida State	32816 Zip

This collection of information is required by 35 U.S.C. 116 and 37 CFR 1.53. This information is required to obtain or retain a benefit by the public which is to be (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.54. This collection is estimated to take 31 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1469, Alexandria, VA 22315-1469. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. 02101 TO: Commissioner for Patents, P.O. Box 1469, Alexandria, VA 22315-1469.

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**DECLARATION****ADDITIONAL INVENTOR(S)**  
Supplemental SheetPage 3 of       

<b>Name of Additional Joint Inventor, if any:</b>		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle (if any))		Family Name or Surname	
Raymond C.		YOUNG	
Inventor's Signature 		Date 2003.10.28	
Orlando Residence: City	Florida State	US Country	Citizenship UK
1115 E. Wallace Street Mailing Address			
Mailing Address			
Orlando City	Florida State	32809 Zip	US Country
<b>Name of Additional Joint Inventor, if any:</b>		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle (if any))		Family Name or Surname	
Donald D.		CROSS	
Inventor's Signature 		Date 14 October 2003	
Geneva Residence: City	Florida State	US Country	US Citizenship
450 Butterfly Forest Road Mailing Address			
Mailing Address			
Geneva City	Florida State	32732 Zip	US Country
<b>Name of Additional Joint Inventor, if any:</b>		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle (if any))		Family Name or Surname	
Kai		ZHANG	
Inventor's Signature 		Date October 14, 2003	
Oviedo Residence: City	Florida State	US Country	US Citizenship
2636 Bellewater Place Mailing Address			
Mailing Address			
Oviedo City	Florida State	32765 Zip	US Country

This collection of information is required by 35 U.S.C. 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 21 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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**DECLARATION****ADDITIONAL INVENTOR(S)**

Supplemental Sheet

Page 4 of     

Name of Additional Joint Inventor, if any:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name Corinne S.		Family Name or Surname DUNCAN	
Inventor's Signature <i>Corinne Duncan</i>		Date 10-20-03	
Longwood Residence: City	Florida State	US Country	US Citizenship
1546 Grace Lake Circle Mailing Address			
Mailing Address			
City Longwood	State Florida	ZIP 32750	Country US
Name of Additional Joint Inventor, if any:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name Brian M.		Family Name or Surname MCFADDEN	
Inventor's Signature <i>Brian M. McFadden</i>		Date Oct 17, 2003	
Orlando Residence: City	Florida State	US Country	US Citizenship
2623 Elizabeth Avenue Mailing Address			
Mailing Address			
City Orlando	State Florida	ZIP 32804	Country US
Name of Additional Joint Inventor, if any:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name		Family Name or Surname	
Inventor's Signature		Date	
Residence: City	State	Country	Citizenship
Mailing Address			
Mailing Address			
City	State	ZIP	Country

Burden Hour Statement: This form is estimated to take 21 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

## ASSIGNMENT/QUITCLAIM OF INVENTION RIGHTS

WHEREAS,

**Brian M. McFadden**  
**2623 Elizabeth Avenue**  
**Orlando, Florida 32804**

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application titled:

### **Persistent Snapshot Methods**

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, European Patent Office, WIPO, or other governmental body, and for which Assignor hereby authorizes and requests Assignee to complete the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: **10/605,410** Filed on: **September 29, 2003**; and

WHEREAS,

**Columbia Data Products, Inc.**  
**925 Sunshine Lane**  
**Suite 1080**  
**Altamonte Springs, Florida 32714**

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- ☐ The Invention and the Application;
- ☐ Any and all other applications for patent for the Invention that may be filed in any and all countries;
- ☐ Any and all patents that may be obtained for the Invention in any and all countries; and
- ☐ Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation and the like of any of the foregoing,

(hereinafter collectively "Invention Rights").



FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

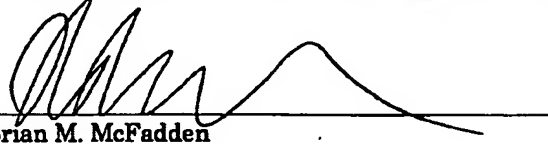
Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 12th day of October, 2003

  
Brian M. McFadden

NOTARIZATION

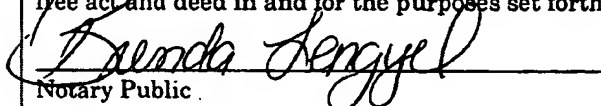
State of Florida

County of Seminole

United States of America

On this 12th day of October, 2003, personally appeared

Brian M. MCFADDEN before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

  
Notary Public

My Commission Expires: February 11, 2006



Brenda Lengyel  
My Commission DD216765  
Expires February 11, 2006



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re U.S. CIP Patent Application of:  
Welsh et al.  
U.S. Application Serial No. 10/605,410  
Filed September 29, 2003  
For Persistent Snapshot Methods  
Atty Docket No. 1951-40195

)  
) Group Art Unit:  
)  
) Examiner:  
)

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**37 C.F.R. §3.73(b) STATEMENT AND POWER OF ATTORNEY**

The Assignee for the above-identified U.S. patent application (hereinafter "Patent Application"), and the invention disclosed therein, hereby states pursuant to 37 C.F.R. §3.73(b) that the Assignee is the sole owner of the Patent Application to the exclusion of each inventor thereof.

The Assignee establishes its ownership by submission herewith of one or more assignment documents establishing that Assignee possesses all rights, title, and interest in and to the Patent Application. As the established owner of the Patent Application, the Assignee hereby invokes its right to conduct prosecution of the Patent Application to the exclusion of each named inventor.

The Assignee further hereby appoints the Attorneys and Patent Agents of Morris Manning & Martin, L.L.P., associated with Customer Number 26702 in the records of the U.S. Patent & Trademark Office and as updated from time to time, to prosecute the Patent Application and to transact all business in the U.S. Patent & Trademark Office connected therewith.

**26702**  
customer number

All correspondence in this case should be directed to the same Customer Number.

The Assignee hereby declares that no other person or entity is authorized to take any action before the U.S. Patent & Trademark Office with respect to the Patent Application. The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Alan L. Welsh

By:

Alan L. Welsh  
Signature of Corporate Officer

10/29/03  
Date

Alan L. Welsh  
Name of Corporate Officer

President  
Title of Corporate Officer



## ASSIGNMENT/QUITCLAIM OF INVENTION RIGHTS

WHEREAS,

Louis Perry Witt, Jr.  
6852 Knightswood Drive  
Orlando, Florida 32818

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application titled:

### Persistent Snapshot Methods

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, European Patent Office, WIPO, or other governmental body, and for which Assignor hereby authorizes and requests Assignee to complete the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: 10/605,410 Filed on: September 29, 2003; and

WHEREAS,

Columbia Data Products, Inc.  
925 Sunshine Lane  
Suite 1080  
Altamonte Springs, Florida 32714

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- ☐ The Invention and the Application;
- ☐ Any and all other applications for patent for the Invention that may be filed in any and all countries;
- ☐ Any and all patents that may be obtained for the Invention in any and all countries; and
- ☐ Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation and the like of any of the foregoing,

(hereinafter collectively "Invention Rights").

**FURTHERMORE,**

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.


Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 17<sup>th</sup> day of OCTOBER 2003.

  
Louis Perry Witt, Jr.

NOTARIZATION

State of Florida

County of Seminole

United States of America

On this 17<sup>th</sup> day of October, 2003, personally appeared

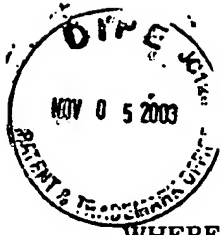
Louis Perry WITT, Jr. before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

  
Notary Public

My Commission Expires: February 11, 2006



Brenda Lengyel  
My Commission DD218785  
Expires February 11, 2006



## ASSIGNMENT/QUITCLAIM OF INVENTION RIGHTS

WHEREAS,

Alan L. Welsh  
1272 Sydney Court  
Altamonte Springs, Florida 32714

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application titled:

### Persistent Snapshot Methods

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, European Patent Office, WIPO, or other governmental body, and for which Assignor hereby authorizes and requests Assignee to complete the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: 10/605,410 Filed on: September 29, 2003; and

WHEREAS,

Columbia Data Products, Inc.  
925 Sunshine Lane  
Suite 1080  
Altamonte Springs, Florida 32714

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- ☐ The Invention and the Application;
- ☐ Any and all other applications for patent for the Invention that may be filed in any and all countries;
- ☐ Any and all patents that may be obtained for the Invention in any and all countries; and
- ☐ Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation and the like of any of the foregoing,

(hereinafter collectively "Invention Rights").



**FURTHERMORE,**

**Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.**

**Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.**

**Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.**

**Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.**

**Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.**

**[Signature Pages Follow]**

This the 29<sup>th</sup> day of October, 2003

Alan L. Welsh  
Alan L. Welsh

NOTARIZATION

State of FLORIDA

County of Seminole

United States of America

On this 29<sup>th</sup> day of October, 2003, personally appeared

Alan L. WELSH before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

Sandra D. Hendriks  
Notary Public



Sandra D Hendriks  
My Commission 00220125  
Expires August 18, 2007

My Commission Expires: \_\_\_\_\_



## ASSIGNMENT/QUITCLAIM OF INVENTION RIGHTS

WHEREAS,

Robbie A. Green  
1305 Ballentyne Place  
Apopka, Florida 32703

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application titled:

### Persistent Snapshot Methods

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, European Patent Office, WIPO, or other governmental body, and for which Assignor hereby authorizes and requests Assignee to complete the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: 10/605,410 Filed on: September 29, 2003; and

WHEREAS,

Columbia Data Products, Inc.  
925 Sunshine Lane  
Suite 1080  
Altamonte Springs, Florida 32714

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- ☐ The Invention and the Application;
- ☐ Any and all other applications for patent for the Invention that may be filed in any and all countries;
- ☐ Any and all patents that may be obtained for the Invention in any and all countries; and
- ☐ Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation and the like of any of the foregoing,

(hereinafter collectively "Invention Rights").

**FURTHERMORE,**

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

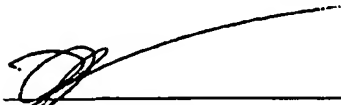
Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 16 day of OCT, 2003.



Robbie A. Green

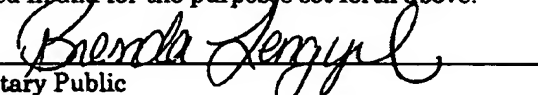
NOTARIZATION

State of Florida

County of Seminole

United States of America

On this 16th day of October 2003, personally appeared  
Robbie A. GREEN before me, to me known and known to me to be the person described as Assignor  
in and who executed the foregoing instrument and acknowledged the same to be his/her free act and  
deed in and for the purposes set forth above.

  
Notary Public



Brenda Lengyel  
My Commission DD216766  
Expires February 11, 2006

My Commission Expires: February 11, 2006



## ASSIGNMENT/QUITCLAIM OF INVENTION RIGHTS

WHEREAS,

Patricio R. Muirragui  
214 Berkshire Circle West  
Longwood, Florida 32779

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application titled:

### Persistent Snapshot Methods

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, European Patent Office, WIPO, or other governmental body, and for which Assignor hereby authorizes and requests Assignee to complete the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: 10/605,410 Filed on: September 29, 2003; and

WHEREAS,

Columbia Data Products, Inc.  
925 Sunshine Lane  
Suite 1080  
Altamonte Springs, Florida 32714

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey; and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- ☐ The Invention and the Application;
- ☐ Any and all other applications for patent for the Invention that may be filed in any and all countries;
- ☐ Any and all patents that may be obtained for the Invention in any and all countries; and
- ☐ Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation and the like of any of the foregoing,

(hereinafter collectively "Invention Rights").

**FURTHERMORE,**

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 21<sup>st</sup> day of October, 2003

  
Patricio R. Mulrragui

NOTARIZATION

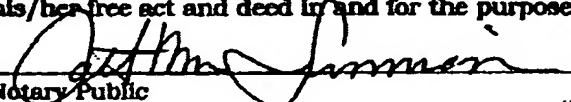
State of Washington

County of King

United States of America

On this 21<sup>st</sup> day of October, 2003, personally appeared

Patricio R. Mulrragui before me, to me known and known to me as the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

  
Notary Public

My Commission Expires: 10-05-05

Notary Public  
State of Washington  
CATHERINE MARIE SIMMONS  
My Appointment Expires Oct 5, 2005





## ASSIGNMENT/QUITCLAIM OF INVENTION RIGHTS

WHEREAS,

Richard M. Tolpin  
5340 Hillock Court  
Orlando, Florida 32810

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application titled:

**Persistent Snapshot Methods**

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, European Patent Office, WIPO, or other governmental body, and for which Assignor hereby authorizes and requests Assignee to complete the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: 10/605,410 Filed on: September 29, 2003; and

WHEREAS,

Columbia Data Products, Inc.  
925 Sunshine Lane  
Suite 1080  
Altamonte Springs, Florida 32714

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto:

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- ☐ The Invention and the Application;
- ☐ Any and all other applications for patent for the Invention that may be filed in any and all countries;
- ☐ Any and all patents that may be obtained for the Invention in any and all countries; and
- ☐ Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation and the like of any of the foregoing,

(hereinafter collectively "Invention Rights").

**FURTHERMORE,**

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

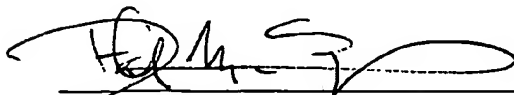
Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 17th day of October, 2003.

  
Richard M. Tolpin

NOTARIZATION

State of Florida  
County of Seminole

United States of America

On this 17th day of October, 2003, personally appeared

Richard M. TOLPIN before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

  
Notary Public



Brenda Longyel  
My Commission DD216766  
Expires February 11, 2006

My Commission Expires: February 11, 2006

## ASSIGNMENT/QUITCLAIM OF INVENTION RIGHTS

WHEREAS,

Raymond C. Young  
1115 E. Wallace Street  
Orlando, Florida 32809

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application titled:

### Persistent Snapshot Methods

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, European Patent Office, WIPO, or other governmental body, and for which Assignor hereby authorizes and requests Assignee to complete the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: 10/605,410 Filed on: September 29, 2003; and

WHEREAS,

Columbia Data Products, Inc.  
925 Sunshine Lane  
Suite 1080  
Altamonte Springs, Florida 32714

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- ☐ The Invention and the Application;
- ☐ Any and all other applications for patent for the Invention that may be filed in any and all countries;
- ☐ Any and all patents that may be obtained for the Invention in any and all countries; and
- ☐ Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation and the like of any of the foregoing,

(hereinafter collectively "Invention Rights").

**FURTHERMORE,**

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

**[Signature Pages Follow]**

This the 28<sup>th</sup> day of October, 2003

  
\_\_\_\_\_  
Raymond C. Young

NOTARIZATION

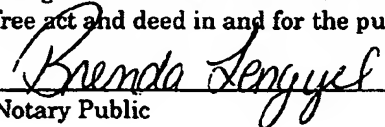
State of Florida \_\_\_\_\_)

County of Seminole \_\_\_\_\_)

United States of America

On this 28th day of October, 2003, personally appeared

Raymond C. YOUNG before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: February 11, 2006



Brenda Lengyel  
My Commission D0216765  
Expires February 11, 2006



## ASSIGNMENT/QUITCLAIM OF INVENTION RIGHTS

WHEREAS,

**Donald D. Cross**  
**450 Butterfly Forest Road**  
**Geneva, Florida 32732**

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application titled:

### **Persistent Snapshot Methods**

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, European Patent Office, WIPO, or other governmental body, and for which Assignor hereby authorizes and requests Assignee to complete the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: **10/605,410**      Filed on: **September 29, 2003**; and

WHEREAS,

**Columbia Data Products, Inc.**  
**925 Sunshine Lane**  
**Suite 1080**  
**Altamonte Springs, Florida 32714**

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- ☐ The Invention and the Application;
- ☐ Any and all other applications for patent for the Invention that may be filed in any and all countries;
- ☐ Any and all patents that may be obtained for the Invention in any and all countries; and
- ☐ Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation and the like of any of the foregoing.

(hereinafter collectively "Invention Rights").

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FURTHERMORE,**

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

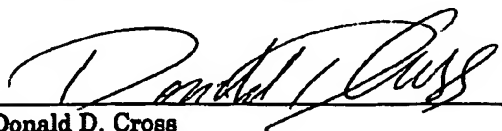
Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

**[Signature Pages Follow]**



This the 14<sup>th</sup> day of October, 2003

  
Donald D. Cross

NOTARIZATION

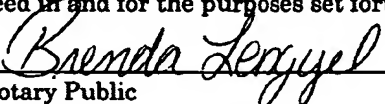
State of Florida

County of Seminole

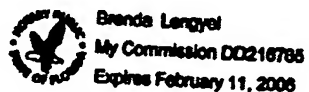
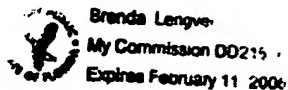
United States of America

On this 14th day of October, 2003, personally appeared

Donald D. CROSS before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

  
Notary Public

My Commission Expires: February 11, 2006



## ASSIGNMENT/QUITCLAIM OF INVENTION RIGHTS

WHEREAS,

Kai Zhang  
2636 Bellewater Place  
Oviedo, Florida 32765

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application titled:

### Persistent Snapshot Methods

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, European Patent Office, WIPO, or other governmental body, and for which Assignor hereby authorizes and requests Assignee to complete the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: 10/605,410 Filed on: September 29, 2003; and

WHEREAS,

Columbia Data Products, Inc.  
925 Sunshine Lane  
Suite 1080  
Altamonte Springs, Florida 32714

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- ☐ The Invention and the Application;
- ☐ Any and all other applications for patent for the Invention that may be filed in any and all countries;
- ☐ Any and all patents that may be obtained for the Invention in any and all countries; and
- ☐ Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation and the like of any of the foregoing.

(hereinafter collectively "Invention Rights").

**FURTHERMORE,**

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 14<sup>th</sup> day of Oct, 2003.

Kai Zhang  
Kai Zhang

NOTARIZATION

State of Florida

County of Seminole

United States of America

On this 14<sup>th</sup> day of October, 2003, personally appeared

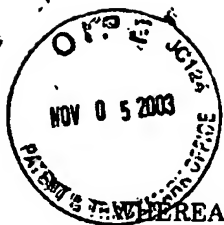
Kai ZHANG before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

Brenda Lengyel  
Notary Public

My Commission Expires: February 11, 2006



Brenda Lengyel  
My Commission DD216765  
Expires February 11, 2006



## ASSIGNMENT/QUITCLAIM OF INVENTION RIGHTS

WHEREAS,

Corinne S. Duncan  
1546 Grace Lake Circle  
Longwood, Florida 32750

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application titled:

### Persistent Snapshot Methods

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, European Patent Office, WIPO, or other governmental body, and for which Assignor hereby authorizes and requests Assignee to complete the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: 10/605,410 Filed on: September 29, 2003; and

WHEREAS,

Columbia Data Products, Inc.  
925 Sunshine Lane  
Suite 1080  
Altamonte Springs, Florida 32714

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- ☐ The Invention and the Application;
- ☐ Any and all other applications for patent for the Invention that may be filed in any and all countries;
- ☐ Any and all patents that may be obtained for the Invention in any and all countries; and
- ☐ Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation and the like of any of the foregoing,

(hereinafter collectively "Invention Rights").

**FURTHERMORE,**

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 20<sup>th</sup> day of October, 2003.

Corinne S. Duncan  
Corinne S. Duncan

NOTARIZATION

State of Florida

County of Seminole

United States of America

On this 20th day of October, 2003, personally appeared

Corinne S. DUNCAN before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

Brenda Lengyel  
Notary Public

My Commission Expires: February 11, 2006



Brenda Lengyel  
My Commission DD216765  
Expires February 11, 2006